

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

WHEREAS EPA alleges that the Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. 9607(a), and are liable for response costs incurred and to be incurred at or in connection with the Site;

WHEREAS the Settling Parties do not admit such liability or any other liability of any kind for this or any other Site;

WHEREAS EPA and the Settling Parties desire to settle EPA's claims arising from the Settling Parties' alleged involvement with the Site without litigation and without the admission or adjudication of any issue of fact or law;

I. AUTHORITY

1. EPA is authorized to enter into this Agreement pursuant to the authority vested in the Administrator of the EPA by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("CERCLA"), 42 U.S.C. 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA delegation No. 14-14-D (Feb. 26, 1987). The Settling Parties consent to and will not contest EPA's authority to enter into this Agreement or to implement or enforce its terms.

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

II. DEFINITIONS

2. The following definitions apply to this Agreement:

- A. "Settling Parties" means the parties listed in Appendix I of this Agreement.
- B. "the Site" means the property located at 12300 S. Cottage Grove Avenue, Chicago, Illinois.
- C. "Response Costs" means all costs incurred by the Hazardous Substances Superfund at or in connection with the Site under CERCLA up to and including July 24, 1989, including interest on such costs, incurred by the United States, on behalf of the EPA or other federal agency and/or the Hazardous Substances Superfund at or in connection with the Site pursuant to CERCLA.

III. PARTIES BOUND

3. This Agreement shall apply to and be binding upon the Settling Parties and their successors and assigns. The Agreement also applies to and is binding upon the United States. Each undersigned representative of one or more Parties certifies that he or she is fully authorized to enter into this Agreement, to execute this Agreement, and to bind that Party to this Agreement. The Parties agree not to contest the Agreement's validity in any subsequent proceeding arising from it.

IV. PAYMENT OF COSTS

4. The Settling Parties agree to pay to the Hazardous Substances Superfund \$566,332 within thirty days of the effective date of this Agreement.

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

5. The payment shall be made by certified or cashier's check made payable to "EPA-Hazardous Substances Superfund." The check shall reference the names of the Settling Parties and the Site and shall be sent to:

The First National Bank of Chicago
Attn: EPA Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

6. The Settling Parties shall simultaneously send a copy of their check to:

Mr. Edward J. Kowalski (5CS-TUB-3)
Assistant Regional Counsel
U.S. EPA
Region V
230 South Dearborn Street
Chicago, Illinois 60604

Mr. John Oaks (5H-12)
Waste Management Division
U.S. EPA
Region V
230 South Dearborn Street
Chicago, Illinois 60604

7. In addition to any other remedies or sanctions available to EPA, if the Settling Parties fail or refuse to comply with any term or condition of this Agreement, the EPA reserves the right to bring an enforcement action pursuant to Section 122(h)(3) of CERCLA.

V. COVENANT NOT TO SUE

8. Subject to Paragraph 9 of this Agreement, upon payment of the amount specified in Section IV of this Agreement, EPA covenants not to sue or to take any other civil or administrative action against the Settling Parties for "Response Costs."

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

9. Nothing in this Agreement is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against the Settling Parties for:

- a) liability under Section 106 of CERCLA for any future response actions at the Site;
- b) any continuing liability as a result of failure to make the payments required by Paragraph 4 of this Agreement;
- c) any matters not expressly included in "Response Costs" including, without limitation, any liability for damages to natural resources;
- d) any future response actions taken pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., including, but not limited to, the corrective action provisions at 42 U.S.C. Sections 6924(u) and (v), and 6928(h).

10. Nothing in this Agreement is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA or the Settling Parties may have against any person, firm, corporation or other entity not a Signatory to this Agreement.

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

11. Subject to Paragraph 9 of this Agreement, EPA agrees that by entering into and carrying out the terms of this Agreement, the Settling Parties will have resolved their liability to the United States for "Response Costs" pursuant to Section 122(h)(4) of CERCLA, 42 U.S.C. 9622(h)(4), and shall not be liable for claims for contribution regarding "Response Costs." This Agreement constitutes an administrative settlement within the meaning of Section 113(f)(2) of CERCLA.

VI. WAIVER OF CLAIMS

12. The Settling Parties shall make no claims against the Hazardous Substances Superfund established by Section 221 of CERCLA, 42 U.S.C. §9631, or against other Settling Parties, under any provision of law, including any claim pursuant to Sections 111 and 112 of CERCLA, 42 U.S.C. §§ 9611 and 9612, for Response Costs or for attorneys fees related to this Agreement.

VII. RESPONSE AUTHORITY

13. Nothing in this Agreement limits the response authority of EPA under § 104 of CERCLA, 42 U.S.C. §9604, or the authority of the United States under §106 of CERCLA, 42 U.S.C. §9606.

VIII. NON-ADMISSIBILITY OF AGREEMENT

14. This Agreement was negotiated and executed by the parties in good faith to avoid further expensive and protracted litigation and is a settlement of claims which were vigorously contested, denied and disputed as to validity and amount. The execution of this Agreement is not an admission of any fact or

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

liability on any issue dealt with in this Agreement. Accordingly, it is the intention of the parties that, with the exception of this proceeding, a proceeding to recover costs from non-settling parties and any other proceeding to enforce this Agreement, this Agreement shall not be admissible in any judicial or administrative proceeding (except that it may be admissible in a judicial or administrative proceeding between a Settling Party and its insurance company or any other person or firm for contribution or indemnity). It is further agreed and ordered that the payments made herein by the Settling Parties are not and do not constitute penalties, fines or monetary sanctions of any kind.

IX. PUBLIC COMMENT

15. This Agreement shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. 9622(i)(3), EPA may withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

X. EFFECTIVE DATE

16. The effective date of this Agreement shall be the date upon which EPA issues written notice to the Settling Parties that the public comment period pursuant to Paragraph 15 of this Agreement has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

Appendix I

Abbott Laboratories
A.E. Staley Manufacturing Company
Advance Transformer Company
Alberto Culver Company
American National Can Corp.
American Rivet Company, Inc.
Ashland Chemical Company
AT&T (Western Electric)
Barber-Greene Company
Barrett Varnish
Benjamin Moore & Co.
Betz Laboratories, Inc.
Boyle-Midway Household Products, Inc.
C.P. Clare (Division of General Instrument)
C.P. Hall Company
Cargill, Incorporated
Cellofilm
Chicago Adhesive Products Company
ChemCentral Corporation
 (f/k/a Central Solvents and Chemicals)
Chicago Decal
Chicago and North Western Transportation Company
Chicago Steel & Wire (Valhi, Inc.)
Chrysler Motors Corporation
 (Jeep-Eagle f/k/a American Motors Corporation)
Clark Oil & Refining Corporation
Continental Can Company, Inc.
Cooper Industries (Midwest Electric & McGraw Edison)
Corn Products Company
Croname Incorporated
Dana Corporation (Victor Products)
DeSoto, Inc.
Dreeblan Paint Company
E.I. du Pont de Nemours & Company
Ekco
Felt Products Mfg. Co.
Ferro Engineering
 (Division of Oglebay Norton Company)
Flint Ink Corporation
Furnas Electric Company
General Electric Company
Hannah Marine Corporation
Illinois Bronze Paint Company
Illinois Tool Works (Signode & Vandercook)
Insilco Corporation (Enterprise Paint)
Institute of Gas Technology
International Minerals & Chemicals
J.M. Huber Corp.
Kraft, Inc. (Rexene Polymers)
Lawter International (Stresen-Reuter Division)
Lightolier/Fox Valley Mfg. Division

MacLean-Fogg Company
Mobil Oil Corporation
Monsanto Company
Morton Thiokol, Inc. (Morton International)
Motor Wheel Division (Goodyear Tire & Rubber Company)
Nalco Chemical Company
Navistar
PPG Industries
PreFinish Metals Incorporated
Premier Coating Inc.
Reflector Hardware Corporation
Regal Tube Company
R.A. Briggs & Company
R.R. Donnelley & Sons Company
Rex Chain (now Rexnord Holdings Inc.)
Rock-Ola Manufacturing Company
Rust-Oleum Corporation
Scholle Corporation
Sequa Corporation
Sherwin Williams Company
Sigoli Metal Plating Co., Inc.
Sinclair and Valentine, L.P.
Size Control
Skil Corporation
Stauffer Chemical Company
Steve Martell
Technical Coatings Co. (Subs. of Benjamin Moore & Co.)
Texaco, Inc.
Uniroyal Plastics Company
Valspar Corporation (Elliott Paint)
Velsicol Chemical
W.A. Whitney, (Boyar-Schultz Division)
Wilson Foods Corporation (f/k/a Wilson & Co.)
Wilson Sporting Goods
Xerox Corporation
Zenith Electronics Corporation (Rauland Tube Division)

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

U.S. Environmental Protection Agency

By: Valdas V. Adamkus
for Valdas V. Adamkus
U.S. Environmental Protection Agency
Region V

10/20/89
[Date]

ADMINISTRATIVE AGREEMENT U.S. SCRAP SITE

IT IS SO AGREED:

By: _____
Acting Assistant Attorney
General

[Date]

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

XEROX CORPORATION

(Name of Participant)

By: 

(Authorized Representative)

D. M. Reid

Senior Vice President

Senior Staff Officer

(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 21, 1989

Advance Transformer Co.

(Name of Participant)

By:  7/21/89

Rajan Chaudry

(Authorized Representative)

Manager, Environmental Affairs

(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

Hannah Marine Corporation
(Name of Participant)

By: Daniel E. Updegraff
(Authorized Representative)

Executive Vice President
(Title)

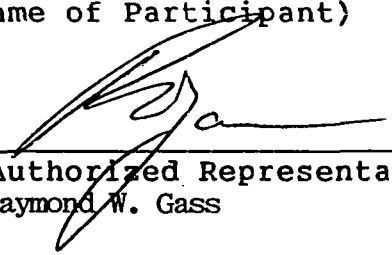
1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 21, 1989

Alberto-Culver Company
(Name of Participant)

By: 
(Authorized Representative)
Raymond W. Gass

Vice President & General Counsel
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

American National Can Company

On Behalf of:

American Can Company

National Can Corporation

(Name of Participant)

By: Richard A. Kalraher
(Authorized Representative)

Senior Assistant General

Counsel and Assistant Secretary

(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: JULY 21, 1989

BETZ LABORATORIES, INC.
(Name of Participant)

By: Edward W. Ross
(Authorized Representative)

VICE PRESIDENT
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 7/21/89

GENERAL INSTRUMENT
(Name of Participant)

By: David S. Machlowitz

(Authorized Representative)
DAVID S. MACHLOWITZ

SENIOR ATTORNEY
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 21, 1989

Dana Corporation-Victor Products
(Name of Participant)

By: Lisa A. Wurster
(Authorized Representative)

Legal Counsel
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 25, 1989

CPC INTERNATIONAL INC.

(Name of Participant)

By: Mayer, Brown & Platt by
(Authorized Representative)

Thomas P. Healy, Jr
Attorneys for CPC
(Title) International, Inc

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 21, 1989

Clark Oil & Refining Corp.
(Name of Participant)

By: Richard O. Nelson
(Authorized Representative)

Vice President
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

Hannah Marine Corporation
(Name of Participant)

By: David E. Updegraff
(Authorized Representative)

Executive Vice President
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: JULY 21, 1989

ILLINOIS BRONZE PAINT CO.

(Name of Participant)

By: 

(Authorized Representative)

DIRECTOR

(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 24, 1989

Lightolier/Fox Valley Manufacturing
(Name of Participant)

By: [Signature]
(Authorized Representative)

Robert A. Schmidt
Vice President/General Manager

(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 21, 1989

Nalco Chemical Company
(Name of Participant)

By: Russell R. Egert
(Authorized Representative)

Attorney
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: _____

The C P Hall Company
(Name of Participant)

By: James McQuinn
(Authorized Representative)

Vice President, Finance and
(Title) Administration

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

Resplendor Hardware Corp
(Name of Participant)

By: [Signature]
(Authorized Representative)

PRESIDENT
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated:

July 21, 1989

R. A. BRIGGS & Co.

(Name of Participant)

By:

Eugene A. Brubaker
(Authorized Representative)

President

(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated:

July 20, 1989

Legua Corporation
(Name of Participant)

By:

Jeffrey H. Fintel
(Authorized Representative)

Senior Attorney, Environmental
(Title)

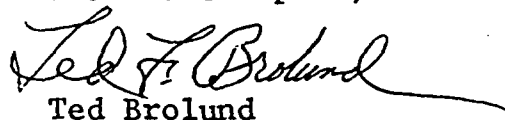
1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

Boyar-Schultz Div.-W. A. Whitney Corp.
(Name of Participant)

By: 
Ted Brolund
(Authorized Representative)

President
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 21, 1989

The Sherwin-Williams Company
(Name of Participant)

By: Allen J. Danzig
(Authorized Representative)
Allen J. Danzig

Corporate Counsel
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated:

July 20, 1989

SIZE CONTROL

(Name of Participant)

By:

W. M. Murphy

(Authorized Representative)

U.S. President

(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 7/21/89

Sigoli Metal Plating Co., Inc.
(Name of Participant)

By: John E. Brown
(Authorized Representative)

(Title)

Dated: 7/21/89

1245V

Berkshire Furniture Co., Inc., as
Successor Corporation of Allegheny
Steel & Brass Corporation, the
Assignee of Sigoli Metal Plating Co.,
Inc.

(Name of Participant)

By: John E. Brown
(Authorized Representative)

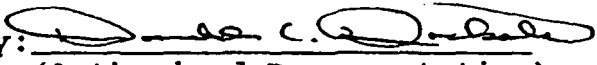
President
(Title)

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 21, 1989

Rock-Ola Manufacturing Corporation
(Name of Participant)

By: 
(Authorized Representative)

President
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

COOPER INDUSTRIES, INC. on behalf of
(Name of Participant)
MidWest Electric and McGraw-Edison

By: Carl J. Blum
(Authorized Representative)

Vice President, Employee Relations and
Environmental Affairs
(Title)

1245V

ADMINISTRATIVE AGREEMENT U.S. SCRAP SITE

ILLINOIS TOOL WORKS INC., on its own behalf
and on behalf of the following:

SIGNODE CORPORATION (a wholly owned subsidiary),
ITW SHAKEPROOF (a division),
VANDERCOOK (sold in 1974);

IT IS SO AGREED:

Dated: July 19, 1989

(Name of Participant)

By:

(Authorized Representative)

Philip S. Dallosto

Senior Attorney & Assistant Secretary
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated:

July 20. 1989

TECHNICAL COATINGS Co
(Name of Participant)

By:

[Signature]
(Authorized Representative)

SPECIAL COUNSEL
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 21, 1989

PRE FINISH METALS INCORPORATED

(Name of Participant)

By: Walter C. Lulin
(Authorized Representative)

PRESIDENT

(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated:

July 24, 1989

James T. J. Kent
(Name of Participant)

By:

Premier Coating Inc
(Authorized Representative)

Attorney
(Title)

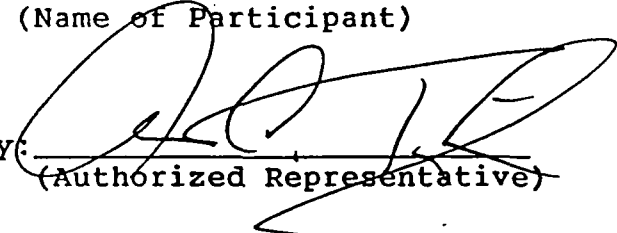
1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 21, 1989

STEVE MARTELL, U.S. SCRAP CORP.
and LIQUID ENGINEERING, INC.
(Name of Participant)

By: 
(Authorized Representative)

Attorney for Participants
(Title)

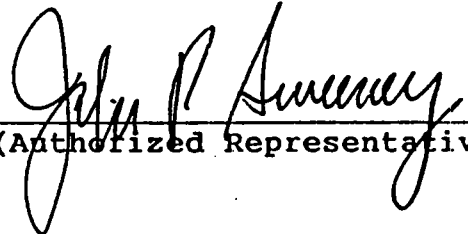
1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 19, 1989

Cargill, Incorporated
(Name of Participant)

By: 
(Authorized Representative)

President, Chemical Products Division
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

CHEMCENTRAL Corporation f/k/a
Central Solvents & Chemicals Co.
(Name of Participant)

Louis M. Rundio, Jr.

By: Louis M. Rundio, Jr.
(Authorized Representative)

Attorney

(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

MacLean-Fogg Company

(Name of Participant)

Louis M. Rundio, Jr.

By: Louis M. Rundio, Jr.
(Authorized Representative)

Attorney

(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated:

July 20, 1989

CHICAGO DECAL COMPANY
(Name of Participant)

By:

J. M. Gennardi
(Authorized Representative)

PRESIDENT
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY
(Name of Participant)

By: Thomas E. Greenland
(Authorized Representative)
THOMAS E. GREENLAND

GENERAL SOLICITOR
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 7/20/89

Valko, Inc. (Chicago Steel Wire)

[Signature]
(Name of Participant)

By: John Mack Hollingsworth
(Authorized Representative)

Corporate Counsel: Asst Sec.
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 7/20/89

JEOP EAGLE CORPORATION

(Name of Participant)

(Successor to American Motors)

By: Lynn Y Buhl
(Authorized Representative)

STAFF ATTORNEY
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 21, 1989

Continental Can Company, Inc.
(Name of Participant)

By: 24. Stephen Bermas
(Authorized Representative)

Stephen Bermas
Executive Vice President and
General Counsel
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: JULY 20, 1989

HAERLAN PAINT COMPANY
(Name of Participant)

By: [Signature]
(Authorized Representative)

PRESIDENT
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 29, 1989

Cromare, Inc.
(Name of Participant)

By: [Signature]
(Authorized Representative)

Attorney
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

DeSoto, Inc.

(Name of Participant)

By: William L. Lamey, Jr.
(Authorized Representative)

William L. Lamey, Jr.
Vice President - Finance
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 21, 1989

E. I. du Pont de Nemours & Company
(Name of Participant)

By: P. B. Allen ok
HH
(Authorized Representative)

P. B. Allen, Director
APD, Manufacturing Division

(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

Felt Products Mfg. Co.
(Name of Participant)

By: Mark L. Helander
(Authorized Representative)

Assistant Secretary
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 19, 1989

Ferro Engineering Division
Oglebay Norton Company
(Name of Participant)

By: 
(Authorized Representative)

Vice President-General Manager
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

FLINT INK CORPORATION
(Name of Participant)

By: *DD Clarke*
(Authorized Representative)

Vice-President, Finance
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

FURNAS ELECTRIC COMPANY
(Name of Participant)

By: Kate L. McCracken
(Authorized Representative)
Kate L. McCracken

Attorney
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 21, 1969

General Electric Co.
(Name of Participant)

By: Herbert C. Wanner
(Authorized Representative)

Senior Counsel, GE Appliances
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

INSILCO CORPORATION

(Enterprise Division)

(Name of Participant)

By: 

(Authorized Representative)

Sherwood S. Willard

Vice President

(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

INSTITUTE OF GAS TECHNOLOGY
(Name of Participant)

By: B. J. L.
(Authorized Representative)

President
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

J.M. Huber Corp.
(Name of Participant)

By: Richard C. Browne
(Authorized Representative)

Richard C. Browne
(Title)

Bishop, Cook, Purcell & Reynolds
1400 L Street, N.W.
Washington, D.C. 20005
(202) 371-5735
FAX (202) 371-5950

Counsel For J.M. Huber Corp.

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

Kraft, Inc. as Successor to Rexene Polymers
(Name of Participant)

By: Douglas T. Moring
(Authorized Representative)

Douglas T. Moring

Senior Counsel
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 7/20/89

Lawter International, Inc./Stream-Rentals
(Name of Participant)

By: Richard Nordman
(Authorized Representative)

President
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 21, 1989

Mobil Oil Corporation
(Name of Participant)

By: R. J. Brenner
(Authorized Representative)

Mgr., Superfund Response
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 19, 1989

Morton International, Inc.

(Name of Participant)
("Morton Chemical")

By: *Art E. Klein*
(Authorized Representative)

Director, Environmental Affairs
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

MONSANTO COMPANY

(Name of Participant)

By: 
(Authorized Representative)

R. L. Harness

Vice President, Environmental
(Title) and Public Affairs

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 19, 1989

Scholle Corporation
(Name of Participant)

By: Carroll G. Damron
(Authorized Representative)

Carroll G. Damron
Vice President of Finance
(Title)

1245V

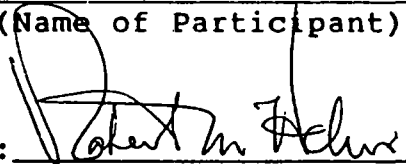
ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 19, 1989


THE GOODYEAR TIRE & RUBBER COMPANY
for Itself and Motor Wheel
Corporation, Its former subsidiary

(Name of Participant)

By: 
(Authorized Representative)

R M Hehir
Vice President

(Title)

Attest: 
Assistant Secretary

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 7/24/89 Navistar International Transportation Co
(Name of Participant)

By: Dean P. Stanley
(Authorized Representative) *jsm*

V.P. Corporate Technology
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

PPG INDUSTRIES, INC.
(Name of Participant)

By: Joseph M. Karas
(Authorized Representative)
Joseph M. Karas

Senior Attorney
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 19, 1987

REGAL TUBE
(Name of Participant)

By: [Signature]
(Authorized Representative)

VP of OPERATIONS
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 7-21-89

International Minerals & Chemicals Corp.
(Name of Participant) (IMC)

By: David J. Engel
(Authorized Representative)

Attorney - Sidley & Austin
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 7-21-89

B. B. Donnelley & Sons Company
(Name of Participant)

By: David J. Engel
(Authorized Representative)

Attorney - Sidley & Austin
(Title)

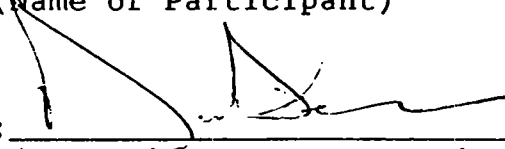
1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 19, 1989

Rexnord Holdings Inc.
on behalf of Rex Chain
(Name of Participant)

By: 
(Authorized Representative)
David D. Keen

Secretary & General Counsel
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

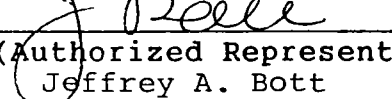
IT IS SO AGREED:

Dated: July 20, 1989

Rust-Oleum Corporation

(Name of Participant)

11 Hawthorn Parkway
Vernon Hills, IL 60061

By:  *MB*
(Authorized Representative)
Jeffrey A. Bott

Vice President Finance and Treasurer
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 19, 1989

Scholle Corporation
(Name of Participant)

By: Carroll G. Damron
(Authorized Representative)

Carroll G. Damron
Vice President of Finance
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 20 July 1989

Sinclair & Valentine
(Name of Participant)

By Susan J. Lied
(Authorized Representative)

Attorney
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

SKIL CORPORATION
(Name of Participant)

By: Donald J. Garfoot
(Authorized Representative)

S/R VP - MANUFACTURING
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 20 July 1989

Stauffer Chemical Company
(Name of Participant)

By: J. Kent Riegel
(Authorized Representative)
J. Kent Riegel

Vice President
Stauffer Management Company
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

Texaco Inc.
(Name of Participant)

By: Jan, McDonald as its
(Authorized Representative)

Attorney
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

Uniroyal, Inc.
by Uniroyal Plastics Company, Inc.,
its assignee
(Name of Participant)

By: Timothy C. Waight
(Authorized Representative)

Manager Environmental Affairs
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 19, 1989

The Valspar Corporation
(Name of Participant)

By: Rondo Bayer
(Authorized Representative)

Attorney
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 7/21/89

VELSICO Chemical Corporation
(Name of Participant)

By: CR Hanson
(Authorized Representative)
Charles R. Hanson

V. P. ENVIRONMENTAL Management
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

WILSON FOODS CORPORATION
(Name of Participant)

By: *V. P. Cotten* DBA
(Authorized Representative)

Executive Vice President
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

WILSON SPORTING GOODS CO.
(Name of Participant)

By: James M. McClyea
(Authorized Representative)

Vice President
(Title)

1245V

IT IS SO AGREED:

(Name of Participant)

By: [Signature]
(Authorized Representative)

Vice President - General Counsel
(Title)


1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 21, 1989

Abbott Laboratories
(Name of Participant)


By: Daniel E. Quane
(Authorized Representative)

Director, Corporate Environmental Control
& Plant Engineering Services
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 7-19-89

A. E. Staley Manufacturing Company, for itself
and its former division Staley Chemical Co.

(Name of Participant)

By: 
(Authorized Representative)

Executive Vice President
(Title)

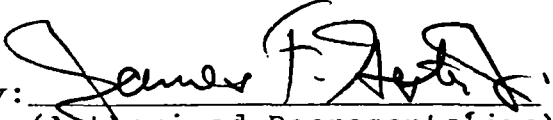
1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

AMERICAN RIVET COMPANY, INC.
(Name of Participant)

By: 
(Authorized Representative)
James F. Hester, Jr.

Vice President/Secretary
(Title)

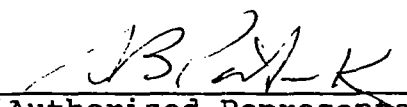
1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

DATED: July 20, 1989

ASHLAND CHEMICAL COMPANY
(Name of Participant)

By: 
(Authorized Representative)
Scotty B. Patrick
Administrative Vice President
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated:

July 20, 1989

AT&T Technologies, Inc.

(Name of Participant)

By:

[Signature]

(Authorized Representative)

Environment and Safety Eng Vice President
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 20, 1989

x Barber-Greene Co.
(Name of Participant)

By: Robert C. Johnson
(Authorized Representative)


President
(Title)

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: July 19, 1989

BARRETT VARNISH COMPANY
(Name of Participant)

By: 
(Authorized Representative)

President
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated:

July 20, 1989

BENJAMIN MOORE & Co.
(Name of Participant)

By:

[Signature]
(Authorized Representative)

VICE-PRESIDENT
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 7/20/89

Cellofilm Corp.
(Name of Participant)

By: 
(Authorized Representative)

Attorney
(Title)

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 7/26/89

BOYLE-MIDWAY HOUSEHOLD
PRODUCTS, INC.

(Name of Participant)

By: John L. Reggio
(Authorized Representative)
JOHN L. REGGIO

(Title) Vice President - Finance

1245V

ADMINISTRATIVE AGREEMENT
U.S. SCRAP SITE

IT IS SO AGREED:

Dated: 7/26/89

EKCO PRODUCTS

(Name of Participant)

By: 

(Authorized Representative)

ROGER W. KAPP

(Title) Senior Vice President

1245V